



**CITY OF ALHAMBRA
POLICE DEPARTMENT**

**Request for Proposals
No. RFP2M21-8**

for

**PROFESSIONAL INFORMATION TECHNOLOGY
AND SUPPORT SERVICES**

City of Alhambra – Police Department
211 South First Street
Alhambra, CA 91801

**PROPOSALS DUE NO LATER THAN
12:00 PM ON WEDNESDAY, APRIL 28, 2021**

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PROFESSIONAL INFORMATION TECHNOLOGY
AND SUPPORT SERVICES**

INTRODUCTION

The City of Alhambra Police Department (“APD”) is seeking proposals from qualified and experienced consultants to provide Professional Information Technology (“IT”) and Support Services to the APD. The project scope of work requires professional support of IT services for the APD using current technological expertise, including maintenance of the APD’s computer network, planning for short-term and long-term IT goals, and the provision of excellent customer service.

RFP SCHEDULE AND PROCESS

The City of Alhambra Police Department anticipates the project schedule to be as follows:

Activity	Dates
Release of Request for Proposals (RFP)	April 5, 2021
Deadline for Questions	April 16, 2021 - 5:00 PM
Responses to Questions and/or Addendum published	April 20, 2021
Proposal submittal Deadline	April 28, 2021 – 12:00 PM
Contract Award by the City Council:	May 24, 2021**

**Tentative City Council contract award date, subject to change at City’s discretion.

PROPOSALS

All proposals must be received by the City of Alhambra Police Department no later than 12:00 pm, Wednesday April 28, 2021. Postmarks will not be accepted in lieu of this requirement. The bidder is solely responsible for reading and completely understanding the requirements of the RFP.

PROPOSAL SUBMISSION

Submit one (1) signed original and four (4) copies of the proposal. The proposal package must be sealed and plainly labeled:

City of Alhambra – Police Department
Attention: May Ung, Records Manager
RFP- Professional Information Technology and Support Services
211 South First Street
Alhambra, CA 91801
DO NOT OPEN WITH REGULAR MAIL

Request for Proposals may be withdrawn up and until the deadline date and time for final submission as noted in the Request for Proposal.

Request for Proposals shall be couriered, hand-delivered or mailed. Request for Proposals will not be accepted by facsimile transmission or other telecommunication or electronic means. Bidders assume the risk of the method of dispatch chosen and any costs associated with delivery. Request for Proposals arriving after the deadline will be returned unopened to the senders.

Any contract awarded hereunder shall become effective or enforceable against the City of Alhambra only when a formal written contract has been duly executed by the appropriate officers of the City of Alhambra.

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Each bidder shall specify whether such bidder is a corporation, a partnership, or an individual. If a corporation, designate the name of the state of incorporation; if a partnership, the bidder shall state the names and addresses of all partners.

The City of Alhambra Police Department reserves the right to accept or reject any or all bids, to waive any informality, to negotiate separately with competing bidders and to accept the proposal deemed to be in the best interest of the City of Alhambra Police Department.

CLARIFICATION AND ADDENDA

If it becomes necessary to revise any part of this RFP, an addendum or revision will be transmitted to all prospective bidders by email and will be posted on the City's website. Questions concerning the RFP document must be submitted in writing to City of Alhambra, Attn: Records Manager May Ung, 211 South First Street, Alhambra, CA 91801, or via email to mung@alhambrapd.org no later than 5:00 pm, Friday, April 16, 2021.

Responses to all questions will be distributed in writing via email to all known bidders and will be posted on the City of Alhambra's website (www.cityofalhambra.org) as an addendum, if necessary, shall be available no later than Tuesday, April 20, 2021. Bidders are cautioned that any statements made by the contact person that materially change any portion of the RFP shall not be relied upon unless subsequently ratified by a formal written amendment to this RFP.

INFORMATION FOR PREPARATION OF PROPOSAL

1. Project Background

The City of Alhambra Police Department is interested in receiving responsive and competitive proposal from experienced and qualified firms to provide Professional Information Technology and Support Services, specifically in the areas of desktop technician support, network analysis and administration, software support, and computer/server operations. The APD is interested in creative, cost-effective, and service-oriented proposals for the delivery of the described service. On-site support for PC/Network tasks and all Public Safety tasks is a requirement. If programming support for the remaining area is proposed to be other than on-site, the Consultant must demonstrate how this has been accomplished in the past while maintaining service levels equivalent to the APD's current service levels.

The IT Division for the APD supports a 24 hours a day/7 days a week operation that operates 365 days a year. Due to the needs for Public Safety support, all staff involved with this contract must be Department of Justice CLETS certified and pass an extensive background check prior to employment. Due to the specialized nature of Public Safety software and systems, firms with experience in this area are highly desirable. IT staff are also responsible for standby support with a maximum response time of thirty (30) minutes outside of the normal work schedule.

The APD is requesting pricing information from your firm for:

1. Maintenance and Support Services include help desk services; addressing hardware and software issues related to computers, software, peripherals, and network infrastructure; diagnostics, part replacements, software installs and patches; performing and verifying backups, and regular maintenance at both the network and workstation levels, including verifying or manually running anti-virus /spam protection.

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2. Problem Resolution Services include working with third party vendors and maintenance companies to diagnose and resolve hardware, software and communication issues; referral or service requests to third party service companies as required (by existing contract, agreement, or warranty); maintenance and support functions (where agreed upon with the third party company); and working with service provides (local cable, Fiber Optic, internet, etc.)
3. System Management Service include documentation of the current system(s), verification of operational levels of the current system (both hardware and software), evaluation and recommendation of changes to the system (for inclusion in an Information Technology Strategic Plan), and assistance in implementing corrections and changes to the system.

2. Current Information Technology Environment

Currently the APD computer systems consist of 8 physical servers and 26 virtual servers (VM). Networking equipment consists of hardware from Cisco, Dell, Palo Alto, and HP. The department has about 75 workstation and laptops. This includes 30 laptops for the patrol fleet. In addition, the department has about 50 VDI terminals.

The APD is using VMWare for virtualization of both servers and workstations. Veeam is being used to backup critical infrastructure and includes cloud storage.

Workstations utilize a standard software suite, as well as specialized applications. The standard workstation has the following configurations: Microsoft Windows 10, Microsoft Office 365, ESET Antivirus, and Adobe Reader/Standard/Professional.

In addition to the standard software suite, the APD utilize specialized software:

- Laserfiche for optical imaging
- Motorola Spillman FLEX computer-aided dispatch (CAD) and records management system (RMS)
- Axon Evidence.com for in-car cameras, body-worn cameras, and digital evidence
- inTime Scheduling Software
- File-on-Q Evidence
- Justice Date Interface Controller (JDIC)
- Wisenet WAVE

**Software listing includes most commonly used but is not all inclusive*

3. Provider Requirements

- Participate in the analysis of hardware and software requirements, technology improvement opportunities and IT operational improvements.
- Improve network security and system back-ups and archival practices.
- IT Strategic Plan services.
- File server set-up and maintenance
- Back-up server set-up and support.
- Cloud services.
- Mobile application development.
- Provide information and assistance in developing an enhanced mobile computing environment.

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- Train Police Department personnel in use of desktop systems and implementations.
- Ensure high availability of systems across the LAN and WAN network.
- Ensure compliance with FBI's Criminal Justice Information Services (CJIS) and Department of Justice's California Law Enforcement Telecommunications System (CLETS) policies and procedures, industry standards and best practices.
- Develop and maintain policies and procedures related to network security, servers and client access, Active Directory, Exchange, Firewalls, VPN, Secure remote access, internet access, virus protection and security filtering.
- Ensure communications and data security protocols, and protect against unauthorized access, intrusion, modification, or destruction.
- Monitor and create reports on all server, network, telecommunications, internet, and database activity.
- Troubleshoot and resolve network access and communications problems.
- Management of LAN/WAN/Wireless, set-up internet connectivity and iOS device support.
- Promote open and timely communication within and among department personnel.
- Maintain a high level of current knowledge regarding systems, technology, and communications.
- Meet with department personnel to analyze IT needs and create solutions that are a good fit for the organization, and solve problems of computer systems by modifying and enhance hardware, software, printing and desktop publishing techniques.
- On a weekly basis, submit a written description of any critical problems/issues that need to be resolved to prevent a failure of network services; daily, if it is extremely critical.
- On a monthly basis, submit a report summarizing the performance of all servers, network, telecommunications, internet, and databases, highlighting any problems, recurring errors, or suspected security breaches. This report should be structure in a days/hours format so that it can be tied back to the vendor's invoice(s).

4. Scope of Work

The project scope of work consists of comprehensive services designed to strengthen the cost-effectiveness, quality, and productivity of the APD's IT services using current technological expertise, including maintenance of the APD's computer network, planning for short-term and long-term IT goals, and the provision of excellent customer service. The following is a list of some of the services required but should not be seen as all inclusive.

1. Provide strategic planning and oversight of the APD's IT program.
 - a. Identify trends in use of IT for Public Safety. Identify solutions to support APD strategic goals and objectives.
 - Identify critical integration issues based on current projects and future initiatives.
 - Recommend policies, procedures, and standards for implementation and use of IT.
 - Provide input and review of Requests for Proposals (RFP) related to IT services. Assist with vendor negotiations on IT projects.
 - Provide recommendations for additional services to provide enhanced IT services when needed.
 - Assist APD with yearly budget recommendations, identifying hardware and software needs, and recommending equipment and software upgrades.
2. Provide experienced project managers to provide management of projects on an as-needed basis from vendor selection to implementation.

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3. Provide desktop and network support to APD staff.
 - a. Desktop Support:
 - Document and track all helpdesk tickets whether received from ticket tracking system, phone input, email or in-person.
 - Ensure that a list of software and hardware inventory, license, and warranty expirations is kept current.
 - Provide ongoing hardware maintenance of the LAN(s) consisting of all computers, servers, printers, and other peripherals.
 - Provide system upgrades including but not limited to:
 - i. Operating system upgrades
 - ii. Application upgrades
 - iii. Hardware upgrades
 - iv. Virus protection
 - v. Spam filtering
 - Coordinate resolution of software problems with software vendor.
 - Provide support for the APD's document imaging and scanning systems and other applications as identified by the APD.
 - Ensure efficient daily operation of PC's and networks.
 - b. Network Administration
 - Provide regular review and evaluation of the APD's network to ensure optimum operations and security.
 - i. Network access including but not limited to:
 - New user account creation.
 - Disabling or deleting obsolete user accounts.
 - Assigning security permissions.
 - Issuing VPN access.
 - Vendor account creation.
 - Network printing
 - Email administration
 - Documentation including change control
 - Server maintenance
 - Firewall administration support
 - Internet support
 - Network outages
 - System Backup: The IT network, includes all files on the servers, are backup on a daily basis. Consultant shall ensure that backup processes are scheduled and performed successfully and that backup media are accessible and files can be successfully restored.
 - Perform an external penetration test for the network annually.
 - c. Provide quotes for procurement of IT related equipment.
 - d. Provide installation and repair of all IT related equipment.
 - e. Provide reports with specified timeframes.
 - f. Provide quality information services and technological deliverables, including project planning and execution.
 - g. Develop mechanisms for improving the APD's utilization of its current technological resources.
 - h. Improve the overall cost-effectiveness of City-wide operating expenses and capital outlays associated with technological services.
 - i. Option to utilize Consultant for cloud back-up and end-point security (both must be in compliance with CJIS and CLETS policies and procedures)

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5. Staffing Requirements

- At least one Information Technology Specialist – minimum of 6 (six) hours a day, five (5) days a week. Responsible for overall support ensuring efficient daily operation of PCs and network file servers. The Specialist serves as a technology advisor for the APD and will work directly with staff to provide exceptional customer care.
- Availability of unscheduled support or after hours and emergency services.
- Option for additional staff to include, but not limited to, Project Manager, System Engineer, Network Engineer, and Software Developer and/or additional on-site hours as needed.

6. Proposal Format

Consultant must submit satisfactory evidence to the City of Alhambra Police Department supporting their ability to meet the scope of work within a prompt time frame. Also, to improve consistency the proposals must conform to the following format:

1. **Cover Letter.** Introductory letter expressing interest in the project. The letter should include the following:
 - Name of submitting company/entity and identify the legal status of the submitting company/entity (partnership, LLC, corporation, etc.)
 - Name, title, address, telephone number, and email address of the person designated as the primary contact for the submitting company or entity.
 - The cover letter must be signed by a person authorized to represent and legally bind the firm.
2. **Firm's Qualifications.** Provide a statement of qualifications of personnel assigned to this project.
3. **Experience and Approach** (RFP page 10). Provide a task listing that shows the methodology to be used on this project.
4. **Hours and Rate** (RFP page 11). Include an hourly rate schedule.
5. **References** (RFP page 12). Contact information for five (5) relevant public agency references including contact name, phone number, address, brief description of services performed, and date of service.

7. EVALAUTION CRITERIA

The City of Alhambra Police Department will review all proposals received to determine whether they meet the essential requirements outlined in this RFP. Proposals will be evaluated based on the firm's qualifications and proposed project staff qualifications and experience.

All competitive proposals shall be evaluated with respect to the completeness of data provided, support for claims made, relevant experience, and the overall approach taken. The following equality weighted list of evaluation criteria shall be utilized in the technical evaluation of each consultant's competitive proposal:

- Experience with similar projects involving municipalities and/or local government agencies, particularly in the region.
- Knowledge of and hands-on experience with relevant government and public safety software applications.
- Responses from references.
- Cost effectiveness.
- Qualifications of proposed staff.

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ADMINISTRATION SPECIFICATIONS

1. The City of Alhambra Police Department's Rights to Proposals

All proposals, upon submission to the APD shall become its property for use as deemed appropriate. By submitting a proposal, the Consultant covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. The APD reserves the right to take one or more of the following actions as determined in the best interest of the organization:

1. to accept or reject in whole or in part any or all proposals;
2. to cancel this RFP in whole or in part without prior notice. Thereafter, the APD may issue a solicitation for new proposals;
3. The APD makes no guarantee as to the usage of the services by the APD;
4. to waive, at its discretion, any minor errors, informalities or irregularities, which the APD deems correctable or otherwise not warranting rejection of the RFP;
5. to correct any arithmetic errors in any or all proposals submitted;
6. to negotiate with any Consultant as necessary to serve the best interest of the APD and to negotiate the final contract(s) with the most responsive, responsible Consultant;
7. to investigate the qualifications of any Consultant under consideration;
8. to disqualify a proposal upon evidence of collusion with the intent to defraud or other illegal practices on the part of the Consultant;
9. to utilize any or all the ideas from proposals submitted;
10. to change the proposal's due date upon appropriate notification;
11. to adopt any or all of a Consultant's proposal; and
12. to negotiate modifications to the scope and fee with selected Consultant prior to contract award.

2. Award of Contract

Issuance of this RFP and receipt of responses does not commit the City of Alhambra Police Department to award a contract. This RFP and the selection process shall in no way be deemed to create a binding contract or agreement of any kind between the APD and any respondent. The APD reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP, which does not affect the funding request, or gives one party advantage or benefit not enjoyed by the other parties, or adversely impacts the interest of the APD. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements if the party is awarded the contract.

3. City Business License

Upon Award of Contract by the City Council, the consultant shall provide the APD and maintain one through the term of the contract.

4. Insurance Requirements

Upon Award of Contract by the City Council, the consultant shall provide the APD with required Certificates of Insurance in Professional Liability, Contractual Liability and Automobile Liability coverage, naming the City of Alhambra as Additional Insured.

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5. City Contract/Term

The selected consultant will be required to execute a standard City of Alhambra contract (Attachment A). The initial term of the contract is for three years with two one-year extensions. Any changes to service levels and rates will be mutually agreed upon before any extension is authorized. Submission of a proposal indicates that the Proposer accepts the terms of the contract.

6. False or Misleading Statements

Any submittals containing, in the opinion of the APD, false or misleading statements will be rejected.

7. Prospective Vendor Costs

The APD shall not, in any event, be liable for any pre-contractual expenses incurred by any proposer or by any selected proposer. The APD will not pay any costs incurred in the preparation, submission, printing, interviews, meetings, or contract negotiation process.

8. Clarification of Proposals

APD reserves the right to obtain clarification on any item in any Consultant's submittal or to obtain additional related information necessary to properly evaluate the submittal. Failure of a Consultant to respond to a request for more information may result in the proposal being rejected.

9. Confidentiality

While the City of Alhambra Police Department understand the proposer may desire to treat certain information as confidential, the City of Alhambra Police Department is bound by applicable law. The City of Alhambra Police Department is a public body and written correspondence may be subject to the Public Records Act and the City of Alhambra Police Department may not be able to treat matters as confidential. Likewise, any agreement with the proposer must be approved at a public meeting. After the award of the contract, all responses become public records subject to disclosure. Proposals will remain confidential until the APD has authorized award of a contract.

10. Replacement of Incompatible Staff

The APD reserves the right to request and receive a replacement for any IT staff member whom the APD, in its sole and absolute discretion, determines is not working effectively with the APD's staff assigned to this project, or who is inadequately qualified to perform the services to be provided, or who is unsuitable to be performing services in secure areas.

11. Security Check

All Consultant personnel are required to pass an extensive security background check before they will be allowed to perform any services for the APD. The Consultant or individual employees of the Consultant may be excluded from providing services based on the results of the background checks, in the sole and absolute discretion of the APD. All proposals should acknowledge this fact, and project timelines should reflect this fact.

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EXPERIENCE AND APPROACH

Describe your firm's experience and approach to the following functions, which will be required under this contract/agreement:

1. Monitoring the status of critical network resources (such as servers, routers, communications lines).
2. Controlling and monitoring the routing of network traffic, including internet email, and browsing.
3. Configuring and Monitoring network security, including compliance with FBI's Criminal Justice Information Services (CJIS) and Department of Justice's California Law Enforcement Telecommunications System (CLETS) policies and procedures, industry standards and best practices.
4. Remote database and email access via MDC, laptop, and smart phone.
5. Use of Geographic Information System (GIS) and Automatic vehicle Location (AVL) technology.
6. Providing written status/resolution reports on all work items and projects on a daily basis showing the date and hours, to be included with vendor's invoices.
7. Documentation and evaluation of network/workstation hardware, software, and peripherals, including the overall network infrastructure.
8. Creating project plans and software/equipment upgrade/replacement lists to keep the network current with technology.
9. System and data backups.
10. Restoring a network server/service after a catastrophic failure (hard drives, controller, entire unit).
11. Record, timekeeping, and training systems specific to PUBLIC SAFETY (for example, inTime).
12. Services provided during a declared emergency, including EOC setup and field operations.
13. Please list any services/systems listed in the RFP that you a) cannot provide, or b) would have difficulty providing professional service for.

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HOURS AND RATES

1. Hourly Rate:
2. Hours/Days when Normal Service is Available:
3. Travel/Trip Charges (if any):
4. Any Minimums that Apply:
5. Rate(s) for After Hours Work:
6. Rate(s) on Weekends:
7. Rate(s) on Holidays:
8. Any alternate pricing structures (such as block of hours):

Submitted By
Signature

Printed/Typed Name:

Title:

Date:

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REFERENCES

Please provide references from within the past five (5) years of similar work/scope; a Phone Number or email address is required. References submitted without one of these will not be accepted.

1. [Organization]
[Contact Name]
[Phone or Email]
-

2. [Organization]
[Contact Name]
[Phone or Email]
-

3. [Organization]
[Contact Name]
[Phone or Email]
-

4. [Organization]
[Contact Name]
[Phone or Email]
-

5. [Organization]
[Contact Name]
[Phone or Email]
-

6. [Organization]
[Contact Name]
[Phone or Email]
-

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ATTACHMENT A

SAMPLE CONTRACT - AGREEMENT FOR PROFESSIONAL SERVICES

Contract No. _____

This **AGREEMENT FOR PROFESSIONAL SERVICES ("AGREEMENT")** is made and entered into effective as of the _____ day of _____, 20____, by and between the CITY OF ALHAMBRA, a charter law city, located at 111 South First Street, Alhambra, CA 91801, ("CITY") and _____ [inset corporation, LLC, partnership etc.], located at _____ ("CONSULTANT").

WITNESSETH:

For and in consideration of the promises and of the mutual covenants and agreements herein contained, said parties hereby agree as follows:

- 1. RECITALS. This AGREEMENT is made and entered into with respect to the following facts:**
 - a. CITY requires professional _____ services ("SERVICES"); and
 - b. On _____, 20____, CITY issued a Request for Proposals #_____ ("RFP") to obtain professional _____ services for the CITY's and based on review and rating of RFPs received CONSULTANT was selected; and
 - c. CONSULTANT is qualified to provide those certain services to the CITY necessary for said SERVICES; and, therefore, the Alhambra City Council has elected to engage the services of CONSULTANT upon the terms and conditions hereinafter set forth.

- 2. SCOPE OF SERVICES.**
 - a. CONSULTANT shall furnish to the City all labor, materials, tools, equipment, services, and incidental customary work necessary to fully and adequately perform those services described in CONSULTANT's Proposal for Services dated _____, ("PROPOSAL") consistent with the CITY's Request for Proposals dated _____ ("RFP") attached hereto as Exhibits "A" and "B" respectively and hereby incorporated by reference.
 - b. Performance of the SERVICES specified herein is made an obligation of CONSULTANT under this AGREEMENT, subject to any changes made subsequently upon the mutual written agreement of the parties.
 - c. The scope of services to be performed by CONSULTANT under this AGREEMENT shall include, but not be limited to, those services specified in Paragraph 2A hereof.

- 3. PERFORMANCE STANDARDS.** While performing this AGREEMENT CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CONSULTANT shall cooperate with CITY if CITY opts to monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

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4. FAMILIARITY WITH WORK.

- a. By executing this AGREEMENT, CONSULTANT agrees that, to the best of CONSULTANT's knowledge and belief, CONSULTANT has
 - i. Carefully investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- b. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

5. CITY SUPERVISION. The Director of the Department of _____ of CITY, or the Director's designee, shall have the right of general supervision of all work performed by CONSULTANT and shall be the CITY's agent with respect to obtaining CONSULTANT's compliance hereunder. No payment for any services rendered under this AGREEMENT shall be made without the prior approval of the Director of _____ or the Director's designee.

6. FEE. Compensation to CONSULTANT for the total services to be rendered pursuant to this AGREEMENT shall be in an amount not to exceed \$_____ to be billed in a manner described in CONSULTANT's PROPOSAL, consistent with the CITY's RFP. If any discrepancies exist between the RFP and the CONSULTANT's PROPOSAL exist, then the terms of the RFP shall control.

7. EXTRA SERVICES. Notwithstanding any other provision herein, no extra services shall be rendered by CONSULTANT under this AGREEMENT unless such extra services first shall have been authorized in writing by the CITY. Any such services so authorized shall be paid by the CITY at rates approved of by the CITY.

8. PAYMENT BY CITY. CONSULTANT shall send invoices to the City on a monthly basis, based upon the services already rendered at the time of the submission. City shall pay all proper costs within thirty (30) days of receipt of such invoice(s).

9. TERM. The term of this AGREEMENT shall be as provided for in the RFP from after the date on which the CITY issues CONSULTANT a Notice to Commence Work. CONSULTANT shall complete all those services set forth in its PROPOSAL by that certain date set forth in said Notice to Commence Work or until such time as the services have been completed by the CONSULTANT and accepted by the CITY, whichever occurs first. The CITY may extend said time of completion for delays caused by circumstances beyond the control of either party to this AGREEMENT. Should the consulting contract extend beyond the estimated time for completion of said services, CITY hereby reserves the right to continue CONSULTANT's services hereunder with any and all fees for such additional services to be compensated by the CITY at rates approved by the CITY.

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10. DISPUTES AND REMEDIES.

- a. Claims, disputes, and other matters in question between the Parties arising out of or relating to this AGREEMENT or the breach thereof, must be resolved by the following procedure:
 - i. CITY and CONSULTANT will exercise their best efforts to resolve disputes through the development of a consensus. A meeting may be requested by CITY or CONSULTANT at any time for the purpose of resolving a dispute. A determination by CITY'S Director of the Department of _____ will be made within two (2) weeks after a meeting to resolve the dispute;
 - ii. If unresolved within thirty (30) days, then City Manager, or his designee, will make a final determination;
 - iii. Following the City Manager's final determination, the Parties may submit any unresolved matters to non-binding mediation. The parties may, but are not required to be, represented by counsel in mediation;
 - iv. If the Parties do not agree to mediation, or if mediation does not resolve the Parties' dispute, the matter may be pursued in Los Angeles County Superior Court, or the United States District Court, Central District of California, if federal jurisdiction exists.
- b. The Parties' rights and remedies under this Agreement are in addition to any other rights and remedies provided by law.

11. PREVAILING WAGE. CONSULTANT is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the SERVICES are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with such Prevailing Wage Laws. The CITY shall provide CONSULTANT with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the SERVICES available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. CONSULTANT shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

12. TERMINATION OF AGREEMENT. The CITY may terminate this AGREEMENT upon giving a ten (10) day advance written notice of such termination to CONSULTANT. In that event, the City Manager, or his designee, based upon work accomplished by CONSULTANT prior to notice of such termination, shall determine the amount of fees to be paid to CONSULTANT for such services based upon accepted accounting practices. This finding by the City Manager, or his designee, shall be considered by the Alhambra City Council and the Council's determination shall be final and conclusive as to the amount of such fee.

13. INDEPENDENT CONTRACTOR. CONSULTANT shall act as an independent contractor in the performance of the services provided for in this AGREEMENT and shall furnish such services in

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CONSULTANT's own manner and method and in no respect shall CONSULTANT be considered an agent or employee of the CITY.

14. **OWNERSHIP OF DOCUMENTS.** All financial documents, data, studies, and reports prepared by CONSULTANT under this AGREEMENT are CITY's property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this AGREEMENT, or use of incomplete work product, is at CITY's own risk. CITY will indemnify and hold CONSULTANT harmless for any use of the work product other than as contemplated by this AGREEMENT.
15. **PUBLICATION OF DOCUMENTS.** Except as necessary for performance of service under this AGREEMENT, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or City without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.
16. **NONASSIGNMENT.** This AGREEMENT is not assignable either in whole or in part by CONSULTANT without the written consent of CITY.
17. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a valid Taxpayer Identification Number.
18. **PERMITS AND LICENSES.** CONSULTANT, at its sole expense, will obtain and maintain during the term of this AGREEMENT, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
19. **INDEMNIFICATION.**
 - a. CONSULTANT hereby agrees to the following:
 - i. Indemnification for Professional Services. CONSULTANT will save harmless and indemnify CITY and, at CITY's request, reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries, including death or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement.
 - ii. Indemnification for other Damages. CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.
 - b. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, and representatives.

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- c. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- d. CITY does not, and shall not, waive any rights against CONSULTANT which it may have by reason of the aforesaid hold-harmless AGREEMENT because of the acceptance by CITY or the deposit with CITY by CONSULTANT, of any of the insurance policies hereinafter described in this AGREEMENT.
- e. The aforesaid hold-harmless AGREEMENT by CONSULTANT shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONSULTANT, or any subcontractor of CONSULTANT, regardless of whether such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- f. Notwithstanding any provision of this Agreement to the contrary, design professionals shall be required to defend and indemnify the City only to the extent allowed by Civil Code Section 2782.8, namely for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional" includes licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities which offer such services in accordance with the applicable provisions of the Business and Professions Code.
- g. The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

20. INSURANCE. CONSULTANT shall not commence work under this contract until CONSULTANT shall have obtained all insurance required by this AGREEMENT and such insurance shall have been approved by CITY as to form, amount and carrier, nor shall CONSULTANT allow any subcontractor of CONSULTANT to commence work on any subcontract until all similar insurance required of the subcontractor of CONSULTANT shall have been so obtained and approved.

- a. COMPENSATION INSURANCE. CONSULTANT shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONSULTANT'S employees employed to perform the SERVICES as described section 2 of the AGREEMENT; and, if any work is sublet, CONSULTANT shall require the subcontractor of CONSULTANT similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONSULTANT. If any class of employees engaged in work under this AGREEMENT is not protected under any Workers' Compensation law, CONSULTANT shall provide and shall cause each subcontractor of CONSULTANT to provide adequate insurance for the protection of employees not otherwise protected. CONSULTANT shall indemnify CITY for any damage resulting to it from failure of either CONSULTANT or any subcontractor of CONSULTANT to take out or maintain such insurance.
- b. COMPREHENSIVE GENERAL LIABILITY, PROFESSIONAL LIABILITY, COMPREHENSIVE AUTOMOBILE LIABILITY AND CONTRACTUAL GENERAL LIABILITY INSURANCE. CONSULTANT shall take out and maintain during the life of this contract comprehensive general liability, products/completed operations hazard, comprehensive automobile liability and contractual general liability insurance and shall protect CITY, its elective and appointive boards, officers, agents and employees, CONSULTANT, and any subcontractor of CONSULTANT performing work covered by this contract, from claims for damage for personal injury, including death, as well as from claims

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for property damage which may arise from CONSULTANT'S or any subcontractor of CONSULTANT'S operations under this contract, whether such operations be by CONSULTANT or by any subcontractor of CONSULTANT, or by anyone directly or indirectly employed by either CONSULTANT or any subcontractor of CONSULTANT, and the amounts of such insurance shall be as follows:

- i. Commercial General Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);
- ii. Professional Liability Insurance in an amount of not less than ONE MILLION DOLLARS (\$1,000,000);
- iii. Comprehensive Automobile Liability Insurance in an amount of not less amount of not less than ONE MILLION DOLLARS (\$1,000,000).

A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) shall be considered equivalent to the said required minimum limits set forth in subsections (i),(ii), and (iii) above.

- c. PROOF OF INSURANCE. The insurance required by this Agreement shall be with insurers which are Best A+ rated, and California-Admitted, or better. The CITY of Alhambra shall be named as "additional insured" on all policies required hereunder, except for Professional Liability Insurance, and CONSULTANT shall furnish the CITY Clerk, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required, and adequate legal assurance that each carrier will give CITY at least thirty (30) days' prior notice of the cancellation of any policy during the effective period of the contract.
 - d. NOTICE TO COMMENCE WORK. The CITY will not issue any notice authorizing CONSULTANT or any subcontractor to commence work under this AGREEMENT until CONSULTANT has provided to the CITY Clerk the proof of insurance as required by subparagraph (C) of this article.
- 21. NON-DISCRIMINATION.** CONSULTANT shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in the performance of this AGREEMENT and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.
- 22. UNAUTHORIZED ALIENS.** CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, *et seq.*), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.
- 23. CONFLICT OF INTEREST.** CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

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24. **WAIVER.** Waiver by any party hereto of any term, condition, or covenant of this AGREEMENT shall not constitute the waiver of any other term, condition or covenant hereof.
25. **ATTORNEY’S FEES.** If litigation is reasonably required to enforce or interpret the provisions of this AGREEMENT, the prevailing party in such litigation shall be entitled to an award of reasonable attorney’s fees, in addition to any other relief to which it may be entitled.
26. **BINDING EFFECT.** This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
27. **PROVISIONS, CUMULATIVE.** The provisions of this AGREEMENT are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.
28. **NO PRESUMPTION RE: DRAFTER.** The parties acknowledge and agree that the terms and provisions of this AGREEMENT have been negotiated and discussed between the parties and their attorneys, and this AGREEMENT reflects their mutual AGREEMENT regarding the same. Because of the nature of such negotiations and discussions it would be inappropriate to deem any party to be the drafter of this AGREEMENT; and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this AGREEMENT.
29. **ASSISTANCE OF COUNSEL.** Each party to this AGREEMENT warrants to each other party as follows:
- a. That each party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this AGREEMENT, and all related documents; and,
 - b. That each party has lawfully authorized the execution of this AGREEMENT.
30. **MODIFICATION.** This AGREEMENT shall not be modified except by written agreement of the parties.
31. **GOVERNING LAW.** This AGREEMENT shall be interpreted and construed according to the laws of the State of California.
32. **NOTICE.** Whenever it shall be necessary for either party to serve notice on the other regarding this AGREEMENT, such notice may be furnished in writing by either party to the other and shall be served by personal service as required in judicial proceedings or by certified mail, postage prepaid, return receipt requested, addressed to the parties as follows:

CITY: _____

City of Alhambra
111 South First Street
Alhambra, CA 91801

CONSULTANT: _____

Tel: _____
Fax: _____

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- 33. FORCE MAJEURE.** Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include, but not be limited to, acts of God, fire, flood, earthquake, or other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or government statutes or regulations superimposed after the fact.
- 34. ELECTRONIC TRANSMISSION OF CONTRACT AND SIGNATURE.** The Parties agree that this Agreement may be transmitted and signed by electronic mail by either/any or both/all Parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on its effective date by their respective officers duly authorized on their behalf.

"CITY"
CITY OF ALHAMBRA, a Charter Law City

ATTEST:

By _____
_____, Mayor

Lauren Myles, City Clerk

APPROVED AS TO FORM:
JOSEPH M. MONTES, CITY ATTORNEY

By _____

"CONSULTANT"
(FULL NAME OF CONSULTANT)

TAXPAYER ID # _____

By _____
Print Name: _____
Title: _____

By _____
Print Name: _____
Title: _____